



COUNTY OF SAN LUIS OBISPO DEPARTMENT OF GENERAL SERVICES

COUNTY GOVERNMENT CENTER • SAN LUIS OBISPO, CALIFORNIA 93408 • (805) 781-5200

DUANE P LEIB, DIRECTOR

REQUEST FOR PROPOSAL (RFP) PS-#920 Enterprise Data Collector and Chargeback System

April 5, 2006

The County of San Luis Obispo is currently soliciting proposals for an Enterprise Data Collector and Chargeback System.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County of San Luis Obispo reserves the right to reject all proposals and to waive any formalities.

If your firm is interested and qualified, please submit your proposal by close of business on May 5, 2006 to:

County of San Luis Obispo
Phill Haley, Central Services Division
1087 Santa Rosa Street
San Luis Obispo, CA 93408

Proposals must be received by mail, recognized carrier, or hand delivered **no later than 4 PM PST on May 5, 2006**. Late proposals will not be considered. Submit 5 printed copies and 1 electronic copies of your proposal in Microsoft Word or Adobe pdf file format. The original submission shall be clearly marked "ORIGINAL." A representative authorized to commit the proposing entity in contractual matters must sign the copy marked "ORIGINAL." The Proposals submitted in response to this RFP shall be typed on 8 ½ " x 11" white paper, printed on two sides, and bound.

If you have any questions about the proposal process, please contact Phill Haley at (805) 781-5200. All other questions must be made in writing or e-mailed to: gsavage@co.slo.ca.us. All inquiries will receive a response within two business days.

Phill Haley
Buyer - Central Services Division

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Table of Contents

1	GENERAL INFORMATION	4
1.1	THE COUNTY OF SAN LUIS OBISPO	4
1.2	COUNTY INFORMATION TECHNOLOGY ENVIRONMENT	4
1.2.1	Wide Area Network (WAN)	4
1.2.2	Network Operating Systems (NOS)	5
1.2.3	Data Center Environment	5
1.2.4	Major County Applications	5
1.2.5	Databases	6
1.2.6	Desktop Computer Support (DCS)	6
1.2.7	Email and Groupware	6
2	LOCAL VENDOR PREFERENCE	6
3	GENERAL INSTRUCTIONS	7
4	TENTATIVE SCHEDULE OF EVENTS	8
5	PRE-PROPOSAL CONFERENCE	8
6	VENDOR SELECTION CRITERIA	9
7	VENDOR NOTIFICATION	9
8	PROJECT SCOPE	10
8.1	BUSINESS REQUIREMENTS	10
8.1.1	Problem Definition	10
8.1.2	Project Goals and Objectives	10
8.2	REQUIREMENTS MATRIX (TECHNICAL REQUIREMENTS)	11
8.2.1	Vendor Stability and Maturity	11
8.2.2	Proof of Solution Maturity	11
8.2.3	Maintenance and Support	11
8.3	PROFESSIONAL CONSULTING SERVICES REQUEST	11
8.3.1	Installation Services Requested	11
8.3.2	Implementation Services Requested	12
8.3.3	Training Services Requested	12
8.3.4	Maintenance and Support Services Requested	13
9	PROPOSAL SUBMISSION FORMAT	14
9.1	LOCAL PREFERENCE QUESTIONNAIRE	14
9.2	OFFER LETTER	15
9.3	EXECUTIVE SUMMARY	15
9.4	COMPANY BACKGROUND	15
9.5	UNDERSTANDING OF SCOPE OF PROJECT	16
9.6	PROPOSED SOFTWARE PRODUCTS (VENDOR OWNED)	16
9.7	PROPOSED SOFTWARE PRODUCTS (THIRD-PARTY OWNED)	16
9.8	PROPOSED SOFTWARE PRODUCTS (FREWARE OR SHAREWARE)	16
9.9	PROPOSED HARDWARE SYSTEMS	16
9.10	PROPOSED PROFESSIONAL SERVICES	16
9.10.1	Installation services	16
9.10.2	Customization services	16
9.10.3	Implementation services	16
9.10.4	Training services	17
9.10.5	Maintenance and support services	17
9.11	REQUIREMENTS MATRIX (VENDOR RESPONSE)	17
9.12	CHANGE MANAGEMENT METHODOLOGY	17
9.13	PROJECT MANAGEMENT CAPABILITIES	17
9.14	PROPOSED PROJECT IMPLEMENTATION PLAN	18

9.15	SECURITY CAPABILITIES.....	18
9.16	ANNUAL RESOURCE REQUIREMENTS ESTIMATE.....	18
9.17	UPGRADE/PATCH PROCESS	18
9.18	REFERENCES	18
9.19	COST PROPOSAL	19
9.20	EXCEPTIONS TO THE RFP	20
9.21	VENDOR MATERIAL AND ADDITIONAL INFORMATION.....	20
APPENDIX A – SAMPLE COUNTY CONTRACT		21
APPENDIX B – REQUIREMENTS MATRIX.....		52

1 General Information

The County of San Luis Obispo intends to improve the quality of service provided to our customers by implementing a system that accurately captures usage on various IT-related components. This request for proposal is being issued for the purposes of finding an appropriate enterprise data collection system. The following general information is provided to help responding vendors better understand the County's current demographic and information technology environments.

1.1 The County of San Luis Obispo

Of the current 58 California counties, San Luis Obispo County is one of the original 11 counties established in 1850. San Luis Obispo County has 22 departments and approximately 2,500 employees.

Additional information about the County can be accessed via the web at: www.co.slo.ca.us

1.2 County Information Technology Environment

A Gartner study established a strategic imperative to move from the mainframe towards Microsoft architecture. Vendors are encouraged to use Microsoft architecture but proposals based on other technologies will be considered.

County Departments are standardized on Microsoft Office products with some limited use of WordPerfect and Lotus.

1.2.1 Wide Area Network (WAN)

Wide Area Networking is provided over County-owned fiber optic and leased data circuits that are supported through the Information Technology Department (ITD) network group and provides services to approximately 120 remote locations throughout the County. The network group supports Frame Relay and 10/100/1000Mbps Ethernet protocols.

County-owned fiber is available geographically throughout the County; the County's plan has been to continue to convert to fiber and high-speed data communications on a regional/campus basis. Leased-line services are provided by local telecom vendors although need for services has been decreasing due to an increase in fiber availability.

The County network provides VPN capabilities that can support 500 concurrent users with 128 bit encryption

The County runs a fully certified security zone (DMZ) with redundant firewalls.

The majority of the County is based on a fiber network which does not experience significant bandwidth issues; however, several remote departments are connected via T-1 lines which occasionally experience performance issues.

ITD is in the process of expanding central computing operating system capabilities to provide technical support for the County's "extranet" and to develop infrastructure to support Internet, Intranet, and e-Government needs.

Internet connection is provided via two local telecom vendors.

1.2.2 Network Operating Systems (NOS)

ITD supported file/print and directory services are provided by Microsoft file servers and Active Directory.

Almost all departments use Windows NT, Windows 2000, Windows 2003, and/or Linux to host their business applications.

1.2.3 Data Center Environment

The ITD Infrastructure division is responsible for supporting an IBM mainframe, Microsoft LAN servers, and a myriad of application specific and hosted customer applications and servers.

The Data Center is staffed 24/5 by operators in a physically secure facility with UPS power and generator backup. Operations staff provides support to the various hosts including mounting/removing tapes, scheduling, running jobs, etc.

Technical Support staff is available 7:00 AM until 5:00 PM, Monday through Friday to assist users with problems. Technical Support is also available after hours or on the weekend, on an on-call basis.

1.2.4 Major County Applications

The County supports eight (8) categories of major departmental applications. Most departments are exclusive to one category while others have a mix of applications from each category. The County's department application categories are:

1. Custom Mainframe Applications - Mainframe with 3270 emulation, custom developed applications supported by the Information Technology Department.
2. Custom PC/Mainframe Applications - Custom developed, supported by the Information Technology Department and/or distributed technical staff within Departments.
3. Custom PC Applications - Custom developed, supported by the Information Technology Department and/or distributed technical staff within Departments.
4. Custom Browser Based Applications – Custom developed, supported by the Information Technology Department and/or distributed technical staff within Departments.
5. Custom Mobile Applications – Custom developed, supported by the Information Technology Department and/or distributed technical staff within Departments.
6. Custom N-tier Applications - Client/Server (N-tier), custom developed, supported by the Information Technology Department and/or distributed technical staff within Departments.
7. COTS Applications - Commercial Off-The-Shelf (COTS) applications, N-tier, supported by the Information Technology Department and/or distributed technical staff within Departments.

8. Lotus Notes Applications—Custom developed applications on the Lotus Notes/Domino platform, supported by the Information Technology Department and/or distributed technical staff within Departments.

1.2.5 Databases

Microsoft's SQL Server and IBM's DB2 are the two ITD supported enterprise-level databases. The future direction of ITD is towards SQL Server; however, ITD currently supports DB2 databases on multiple platforms.

ITD supports Microsoft Access 2000 and later. Access databases are used to support smaller departmental applications as well as mobile application synchronization.

Many departments have implemented a variety of other databases (Sybase, Oracle, etc.) but these are not supported by the Information Technology Department.

1.2.6 Desktop Computer Support (DCS)

The DCS section of the Information Technology Department (ITD) supports a wide variety of industry-standard office automation and productivity tools.

Desktop and portable hardware are standardized on HP/Compaq products and the supported operating systems are Windows 2000, and Windows XP.

ITD fully supports the Microsoft Office 2000/XP Suite. The use of Corel Office Suite Versions 8, 9, 10, and 11 are being discouraged and ITD support for these products is limited.

1.2.7 Email and Groupware

The County is standardized on a Unix-based IBM Lotus Notes/Domino platform as its e-mail and enterprise collaboration tool. The Countywide Intranet and Internet are hosted on Lotus Domino, including the Intranet E-mail portal.

County employees primarily use the e-mail component of Lotus Notes along with some calendaring and e-Forms features. A limited number of custom Notes/Domino applications have been developed.

2 Local Vendor Preference

The County of San Luis Obispo has established a local vendor preference. All informal and formal proposals for contracts will be evaluated with a 5% preference for local vendors except State Law or other law or regulation precludes use of a local preference.

A "local" vendor will be approved as such when:

1. It conducts business in an office with a physical location within the County of San Luis Obispo
2. It holds a valid business license issued by the County of San Luis Obispo or a city within the County of San Luis Obispo

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3. Business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference.

As of March 3, 1994 individual County Buyers evaluate Proposals considering the local vendor preference described above. The burden of proof will lie with Vendors relative to verification of "local" vendor preference. Should any questions arise, please contact Phill Haley at (805) 781-5200. All prospective Vendors are encouraged to quote the lowest prices at which they are willing to furnish the items or services listed in County Request For Proposal.

All Vendors shall include in their proposal a completed and signed Local Preference Questionnaire. The Local Preference Questionnaire is found in Section 4.1 – Local Preference Questionnaire.

3 General Instructions

Vendors should read carefully the information contained herein and submit a complete response to all requirements and questions as directed.

Vendor's response to this Request for Proposal (RFP) will become part of the agreement. Price quotations and other time dependent information contained in the response shall remain firm for a minimum of ninety days (90) from the date the proposal response is received.

All costs associated with the development of the Vendor's proposal, vendor demos, travel, or any other costs or expenses incurred prior to awarding a contract are at the expense of the proposing Vendor and will not be reimbursed by the County.

The proposal should be prepared simply and economically, providing a straightforward, concise description of Vendor's ability to meet the requirements of the RFP. Emphasis will be on completeness, clarity of content, responsiveness to the requirements, and an understanding of San Luis Obispo County's needs as presented in the RFP. Vendor's proposal should contain only information that directly responds to the proposal.

Proposals should expressly state the offer, including all pricing. Proposals will remain in effect through the duration of the contract. In addition, all information presented in your proposal will be considered binding when a contract is developed (unless otherwise modified and agreed to by the County during subsequent negotiations).

The required written and electronic copies of the proposal must be submitted via mail, recognized carrier, or hand delivered. Facsimile ("FAX") proposals or E-mail proposals are not acceptable as a replacement for delivering the required printed copies in response to this Request for Proposal.

The selected vendor will be asked to provide evidence that County insurance requirements have been met. See Appendix A – Sample County Contract.

RFP responses and supporting documentation will become the property of San Luis Obispo County and will not be returned. San Luis Obispo County reserves the right to copy the materials for evaluation purposes.

The County reserves the right to reject any and all proposals if it determines that select proposals are not responsive to the RFP, or if the proposals themselves are judged not to be in the best interests of the County. The County reserves the right to negotiate with any or all Vendors regarding their proposals, and also reserves the right to select the firm representing

their proposal, which in the judgment of the County, best accomplishes the desired results. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with firms at any time to gather additional information. Furthermore, the County reserves the right to delete or add terms up until the final contract signing, and will consider all costs and business terms to be negotiable and not artificially constrained by internal corporate policies.

San Luis Obispo County is under no obligation to award this project to the proposal that represents the lowest cost. Selection of a proposal will be based on the selection criteria described in Section 6 Vendor Selection Criteria. The County may also reject all proposals.

4 Tentative Schedule of Events

Date	Event
April 6, 2006	RFP Release Date
April 21, 2006	Pre-Proposal Conference (10 A.M. Pacific)
May 5, 2006	Proposals Due (Close of Business)
May 12, 2006	Screening Process Complete
May 22-24, 2006	Vendor Demonstrations (Vendor Short List)
May 26, 2006	Screening Process Complete
May 30, 2006	Finalist Selection
May 31-June 9, 2006	Contract Negotiation Process
June 16, 2006	Contract Awarded

Note: Vendor demonstrations are an integral part of the selection process. Firms that cannot demonstrate their software during the dates prescribed by the County may be eliminated at the discretion of the County and other participants advanced. Scripts will be distributed to firms that have been elevated for software demonstrations approximately two weeks in advance of the demonstrations.

5 Pre-proposal Conference

An optional pre-proposal phone conference will be held at 10:00am (Pacific) on Friday, April 21, 2006. Interested parties may participate by calling (805) 781-5071 and entering 9 and then the password 2006. If you encounter difficulties logging into the phone conference, please call the County's general line (805) 781-5000.

The primary purpose of this conference is to provide background on the County's current environment and specific needs as well as to provide participating firms with the opportunity to ask questions related to the RFP. The County's project team will facilitate an informal discussion to assist participating firms in assessing the needs of the County, as well as to provide insight into the County's project scope. The County will also use this time to provide participating firms with any additional information relevant to the RFP. Participation at the pre-proposal conference

is not required, but is strongly encouraged. It is the Vendor's responsibility to become familiar with all information necessary to prepare a proposal.

6 Vendor Selection Criteria

The County will evaluate proposals using the factors described below. Proposals that are late, that do not comply with proposal instructions or those that take exceptions to mandatory requirements will be eliminated without further consideration. Proposals from vendors who are on a State or Federal Barment list will not be considered. All other proposals conforming to RFP submittal requirements will be given a thorough and objective review, based on the following criteria:

- Quality, attention to detail, and understanding of project scope as provided in the proposal.
- Local Preference Questionnaire response.
- An evaluation of Company Background. The County may request further information regarding the financial stability of the vendor.
- References checks and possible site visits.
- A consideration of the value offered in the cost proposal, including on-going support costs.
- An evaluation of completed Requirements Matrix.
- Consideration of the proposed application software and the compatibility of the proposed software to the County's existing information technology environment.
- An evaluation of project management experience, qualifications, and project implementation plan.
- An evaluation of scripted demonstrations.
- Consideration of training proposed.
- Consideration of maintenance and support proposed.

7 Vendor Notification

The County anticipates reviewing all proposals and developing a list of the top finalists who will be invited to participate in a scripted demo of their proposed system. All vendors will be notified simultaneously in writing regarding their status during each of these stages. The County is under no obligation to explain why a vendor was or was not selected as a finalist. The County reserves the right to go back and talk with any vendor at any time.

The final vendor will be selected based the selection criteria listed above and on follow up conversations with the finalists.

Finalists may be required to provide financial statements, a performance bond, and the name, address, and telephone number of a Contractor's agency for purposes of Service of Process.

Upon the conclusion of the finalist process, the County may reject all proposals or enter into a contract with one or more selected finalist.

8 Project Scope

The goal of this project is to enable the Information Technology Department of the County of San Luis Obispo to implement a system usage and chargeback strategy to recover computing, storage, and infrastructure costs incurred for supported departments within the County of San Luis Obispo and organizations affiliated with the County.

8.1 Business Requirements

8.1.1 Problem Definition

The Information Technology Department (ITD) provides computing, printing, on-line, near-line, and off-line storage, web applications, database applications, connectivity to the Internet and local intranet, and provides maintenance for these technologies. Currently ITD recovers costs based on the number of mainframe CPU cycles used per customer per month. With the diminishing usage of the mainframe and conversion to other application architectures, the received revenues from the current strategy do not accurately recover the operating costs of the department. ITD seeks a new cost recovery system based on expanded categories. These categories include but are not limited to: Mainframe and Intel CPU cycles, pages printed, disk storage used, tape storage used and data accesses to database applications.

8.1.2 Project Goals and Objectives

The goal of this acquisition is to obtain a data collector and chargeback system for the purposes of Information Technology Department cost recovery. The data collector and chargeback system will incorporate the following characteristics:

- Ability to collect data relevant to system usage for CPU, print, storage, data access, and applications.
- Ability to produce reports and/or generate common output files.

8.2 Requirements Matrix (Technical Requirements)

The proposing vendor must include narrative responses to each of the following business requirements and to the Requirements Matrix (Technical Requirements) found in Appendix B in their proposal's section called 'Understanding of Scope of Project.

8.2.1 Vendor Stability and Maturity

Selected Vendor must be an established business in the data collector and/or chargeback technology sectors with a documented history of providing solutions to Government organizations.

8.2.2 Proof of Solution Maturity

The selected solution will have a proven track record of successfully managing a centralized data collector and chargeback system for organizations of a similar type and size to the County of San Luis Obispo.

8.2.3 Maintenance and Support

The selected vendor must have, at minimum, the following levels of maintenance and support capabilities: toll free telephone support Monday through Friday from 8:00 a.m. – 5:00 p.m. Pacific time, online support, online software and documentation update services for both client and server software, and an online knowledge base of common problems and frequently asked questions available 24 hours a day, 7 days per week.

8.3 Professional Consulting Services Request

8.3.1 Installation Services Requested

The County of San Luis Obispo is expecting the vendor to assist and train the County's Systems Administrators with:

- Installation and configuration of vendor's solution into the County's infrastructure
- Configuration of vendor's solution for use with the County's Integrated Document Management System (Hummingbird) , if required
- Configuration of vendor's solution for use with the County's Enterprise Financial System (SAP) , if required
- Integration with MS Active Directory for authentication, if required
- Verification that configured servers are operating properly
- Configuration for use with Microsoft Windows 2000, 2003 servers
- Configuration for use with VMware
- Configuration for use with Tivoli Storage Manager (Tape System)
- Configuration for use with IBM Blade Servers

- Configuration for use with SSA RAID storage devices
- Configuration for use with IBM Lotus Notes
- Configuration for use with MS Exchange
- Configuration for use with SAN storage devices (IBM ESS, FastT, iSCSI)
- Configuration for use with supported database (Microsoft SQL Server, DB2)
- Configuration for use with supported Web servers (Microsoft IIS)

8.3.2 Implementation Services Requested

The requested implementation services are intended to assist/mentor the County of San Luis Obispo Administrators with the development of a new County data collection and chargeback system. Implementation services will include configuration assistance and the migration and consolidation of existing mainframe data collection system, including data conversion, into the selected vendor's system.

It is expected that the vendor's Professional Service Consultant will assist the County Administrators with building the basic structure of the new data collection and chargeback system, including the design and implementation of device connectivity, data collection server(s) and any external database connectivity required.

8.3.3 Training Services Requested

The County of San Luis Obispo is expecting to have one or more centralized Administrators. The County defines the Administrator as a person responsible for County data collection and chargeback administration. This person will modify County standard templates or collection systems to meet unique requirements. This person is responsible to monitor the systems, evaluate audit results, and report audit results for the facilitation of continuous service improvement.

The County is expecting the Administrator may perform tasks such as:

- Solution installation and configuration
- Site-wide System and Server Administration
- eMail integration and maintenance
- Site settings, configurations, indexing, and performance tuning
- Use of collaboration tools
- Business process and workflow management
- Third party application connectivity
- Create and maintain cost allocation and chargeback templates

Please propose on-site training services appropriate to the role defined above.

8.3.4 Maintenance and Support Services Requested

The County of San Luis Obispo requests the proposing vendor provide narrative regarding their solution maintenance and support services offerings. The County is interested in a minimum of the following service offerings:

- Toll free telephone support Monday through Friday from 8:00 a.m. – 5:00 p.m. Pacific time
- Online support, including:
 - Online software and documentation update services for both client and server software
 - An online knowledge base of common problems and frequently asked questions
 - Availability 24 hours a day, 7 days per week.

9 Proposal Submission Format

Vendors are required to follow the proposal format specified in this section of the RFP. Non-conformance to this designated format may be considered grounds for disqualifying proposals.

Vendors may copy and paste sections of this document to facilitate the creation of their responses.

9.1 Local Preference Questionnaire

Vendor must complete this Local Vendor Preference Questionnaire and include it in their proposal.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address:		
Years at this Address:		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license:		
Business Name:		
Authorized Individual: _____ Title: _____		
Signature: _____ Dated: _____		

9.2 Offer Letter

Vendors must include a letter signed by a representative authorized to commit the proposing entity in contractual matters which includes:

- A statement that your company meets the “Must Have” requirements outlined in Section 8 – Project Scope.
- A statement that your company will perform the services, provide the software and equipment, and abide by the terms and conditions stated in the Request for Proposal and Vendor Response.
- A statement that you agree to the Terms and Conditions specified in Appendix A – Sample County Contract.
- A specification of who should be contacted in follow-up to your response along with their contact information.

9.3 Executive Summary

Vendors must include an Executive Summary. This part of the response to the RFP should be limited to a brief narrative highlighting the vendor’s proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. Please include any benefits your company has over your competitors.

9.4 Company Background

Vendor must provide their response to the following statements and questions in this section of their proposal.

1. Name of Company.
2. Name of Parent Company if applicable.
3. Company website address.
4. Number of Years Company has been in business.
5. Is your company registered with the California Secretary of State to do business in California?
6. Does your company have a California street address and telephone number for purposes of Service of Process? If so, please provide the name, address, and telephone number.
7. Gross revenue for the prior fiscal year (in US dollars). Provide in parenthesis () the percentage of gross revenue generated by implementation and licensing of your proposed software.
8. Is your organization anticipating any expansion or re-organization within the next year or two? If yes, please describe this.
9. How many employees in your company?
10. How many developers work on your proposed software?
11. How many Help Desk Support Staff support your proposed software?
12. How many trainers provide training on your proposed software?

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13. How many Customers (not seats, but individual organizations) using your proposed software in a production environment?

9.5 Understanding of Scope of Project

Vendors must include a statement of their understanding of the requested project scope. Such understanding shall represent the vendor's expert knowledge of the functions, methods, and problems related to providing effective products and/or services as described in this RFP.

9.6 Proposed Software Products (Vendor Owned)

Describe the application software (list modules with descriptions) for the software proposed that is written by the proposing vendor.

9.7 Proposed Software Products (Third-Party Owned)

Describe all third party software (list modules with descriptions) for the software proposed which will be provided through a third party. If none are proposed, please state "Not Applicable."

9.8 Proposed Software Products (Freeware or Shareware)

Describe all freeware or shareware software (list modules with descriptions) products used by the proposing vendor or that are required for the vendor's proposal to function in the County's environment.

9.9 Proposed Hardware Systems

Vendor must propose and specify the server, workstation, and other hardware systems required to run the proposed solution.

9.10 Proposed Professional Services

9.10.1 *Installation services*

Propose and describe the installation services that will be provided as part of the cost proposal.

9.10.2 *Customization services*

Propose and describe the customization services that will be provided as part of the cost proposal.

Use this section to provide a complete proposal of products and services required for successful delivery of any proposed Customizations and Options.

There must be a complete proposal provided in this section for each item the Vendor marked as "Custom" in the "Included" column of the completed Requirements Matrix.

9.10.3 *Implementation services*

Propose and describe implementation services, such as, data conversion, configuration assistance, and specialized consulting that will be provided as part of the cost proposal.

9.10.4 Training services

Propose and describe the training services that will be provided as part of the cost proposal.

9.10.5 Maintenance and support services

Vendor shall describe their proposed maintenance and support offering regarding the following requirements.

- Is a toll free number provided for problem reporting that serves as a single point of contact for the County?
- What is the Principle Period of Maintenance (PPM)? The County desires a PPM from 6 AM to 6 PM Monday through Friday (PST) (Minimum 8 AM to 5 PM).
- Explain the support offering for non-PPM periods.
- Provide the response time offered from initial problem report to response.
- Describe standard escalation procedures with their associated time frames.
- Describe the capability for remote diagnostics and the equipment/software needed to provide the service.
- Provide a description of what is covered in the proposed annual maintenance agreement. The County expects that maintenance will include the cost for fixes and major release upgrades.
- Describe the quality control procedures used for ensuring that new releases are compatible with existing modules.
- Describe your incident tracking system and accessibility by County staff.

9.11 Requirements Matrix (Vendor Response)

The Requirements Matrix table is embedded in this RFP in Appendix B – Requirements Matrix. Complete the Requirements Matrix and insert the completed Requirements Matrix table in this section.

The completed Requirements Matrix will be incorporated as part of the final agreement, so please include any comments, clarifications, or exceptions to the items listed in the Requirements Matrix as part of your response.

9.12 Change Management Methodology

Vendors must propose and fully describe their proposed project change management methodology that includes:

- A brief description of Vendor's experience with change management.
- An explanation of the approach that will be utilized to help users adapt to change.

9.13 Project Management Capabilities

Effective project management is essential for a successful implementation. Vendors will be evaluated on the completeness and responsiveness of their project management plans and the qualifications of the project team assigned.

Provide project management information regarding the following:

- Brief description of experience with similar projects and technologies.
- Provide evidence of your firm's project management experience.
- Identify project team members and explain their qualifications (short bio for each).
- Propose how you will handle a situation where the County or Vendor wants to make a change to the scope of the project.

9.14 Proposed Project Implementation Plan

Vendors must provide a proposed project plan that covers the installation, training, and implementation for the entire estimated project scope.

- Document assumptions used in creating the proposed project plan.
- Describe the organizational structure and staff roles to be used for the project.
- Include roles and qualifications of personnel to be assigned and qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
- Include assumptions of the roles and time commitments that you expect to be provided by the County.
- The project plan must be well organized and include major milestones. Special consideration will be given to Vendors who propose a detailed project plan with sufficient breakdown of phases, activities, and tasks to demonstrate a complete understanding of the project.
- Propose the project completion criteria.
- Include the proposed number of on-site visits to the County of San Luis Obispo required to successfully complete the project.

9.15 Security Capabilities

Describe the security architecture and the level of security that is available when using the proposed solution.

9.16 Annual Resource Requirements Estimate

Provide an estimate of the number of full-time-equivalent staff required to support the proposed solution and group the estimate by roles. List staff skill sets required (i.e. if there are specific programming language or desktop software skills required.)

9.17 Upgrade/Patch Process

Describe the frequency and process for obtaining updates (patches) and upgrades (enhancement releases) for the proposed systems.

9.18 References

Provide five customer references using the format given here.

Public Sector experience is preferred. If a product vendor is different from the software integrator, the software integrator must provide at least three additional recent references where the integrator implemented the software being proposed. More weight will be given for references of those clients using the proposed software in the County's current computing environment: Mainframe (VM/VSE), Tivoli Storage Manager, Microsoft Windows 2000/2003, DB2 and SQL Server databases.

9.19 Cost Proposal

The proposed project costs must be quoted according to the following instructions and format. This embedded table includes amounts for illustration purposes only and is not intended to imply any expectation as to budget, quantity, or price.

Cost Proposal (EXAMPLE)			
DESCRIPTION	QTY	PRICE	TOTAL
Proposed Software Products (Vendor Owned)			
Software Name (Description) Product A	0	\$0.00	\$0.00
Software Name (Description) Product B	0	\$0.00	\$0.00
Total Proposed Software Products (Vendor Owned)			\$0.00
Proposed Software Products (Third-Party Owned)			
Software Name (Description) Product C	0	\$0.00	\$0.00
Software Name (Description) Product D	0	\$0.00	\$0.00
Total Proposed Software Products (Third-party Owned)			\$0.00
Proposed Hardware Systems			
Server Make/Model (Description) Server A	0	\$0.00	\$0.00
Hub/switch/routers	0	\$0.00	\$0.00
Total Proposed Hardware Systems			\$0.00
Proposed Professional Services			
Installation services			
Fixed fee example	0	\$0.00	\$0.00
Total Installation services			\$0.00
Customization Services			
Fixed fee example	0	\$0.00	\$0.00
Total Customization Services			\$0.00
Implementation services (such as; data conversion, configuration assistance, and specialized consulting)			
Fixed fee example	0	\$0.00	\$0.00
Total Implementation Services			\$0.00
Total Professional Services			\$0.00
Training Services			
Classroom training Example	0	\$0.00	\$0.00
Training fixed fee example	0	\$0.00	\$0.00
Total Training Services			\$0.00

Maintenance and Support Services

Annual maintenance agreement	0	\$0.00	\$0.00
Annual maintenance agreement	0	\$0.00	\$0.00
3yr Maintenance Server Systems	0	\$0.00	\$0.00
1yr Maintenance Hub/switch/routers	0	\$0.00	\$0.00

Total Maintenance and Support Services			\$0.00
---	--	--	---------------

Expenses

Reimbursable Expenses		\$0.00	\$0.00
Insurance Fee to Comply with County General Conditions		\$0.00	\$0.00

Total Expenses			\$0.00
-----------------------	--	--	---------------

TOTAL COST PROPOSAL**\$0.00****9.20 Exceptions to the RFP**

List and explain any exceptions you have to this RFP.

9.21 Vendor Material and Additional Information

Use this section to include any other information you would like the County of San Luis Obispo to take into consideration when evaluating your proposal (i.e. Software License Agreement, Project Management Methodology, Staff Resumes, White Papers, Testimonials, etc).

Appendix A – Sample County Contract

CONTRACT

FOR

INFORMATION TECHNOLOGY SOLUTION

THIS CONTRACT is made and entered into by and between the County of San Luis Obispo ("County"), a public entity in the State of California, and <VENDOR_NAME>, a <STATE> Corporation ("Vendor" or "Contractor").

WITNESSETH:

WHEREAS, County is in need of certain special computer software licenses, computing systems hardware and components, maintenance and support services, training services, and professional consulting services; and

WHEREAS, Contractor has the certain special computer software, the right to issue a license for the software and has qualified staff who are trained, experienced, expert and competent to provide special maintenance, support, training and professional consulting services for the appropriate fees and the terms and conditions hereinafter set forth; and

WHEREAS, Contractor has right to resell specified third party products identified herein; and

WHEREAS, Contractor has different skills and products than can be produced by County civil service; and

WHEREAS, in accordance with Government Code 31000 special administrative services may be contracted; and

WHEREAS, the purpose of this contract is to provide a comprehensive information technology solution for County departments, a special administrative service;

NOW THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties hereby agree as follows:

1. **Scope of Work and Services.** Contractor agrees to provide to County and perform for County the services set forth in Exhibits A and A-1 through A-5, attached hereto and incorporated herein by reference as if set forth in full at this point, all pursuant to the terms and conditions hereinafter set forth. The following areas identify the scope of work and services categories.

A. Software Licenses. Contractor agrees to provide software licenses as described in Exhibit A-1 "Software License(s)", attached hereto and incorporated herein by reference as if set forth in full at this point and in accordance with the compensation as set forth in Exhibit B-1.

B. Specified Third Party Products. Contractor agrees to provide to County specified third party products necessary for the successful delivery, installation, configuration, and full implementation of the technology solution in accordance with the terms and

conditions as set forth in Exhibit A-2 "Specified Third Party Products", attached hereto by reference as if set forth in full at this point and in accordance with the compensation as set forth in Exhibit B-2.

C. Professional Consulting Services. Contractor agrees to perform professional consulting services including, where applicable, installation services, equipment configuration services, software customization services, data migration and/or conversion services, business process consulting services, integration services, and other implementation services as described and set for in Exhibit A-3 "Professional Consulting Services", attached hereto by reference as if set forth in full at this point and in accordance with the compensation as set forth in Exhibit B-3. Professional training with specific measurable results will be provided with the product. The specific deliverables will be added after the product is identified as set forth in Amendment to A-3.

D. Training Services. Contractor agrees to perform the training services described in Exhibit A-4 "Training Services", attached hereto by reference as if set forth in full at this point and in accordance with the compensation as set forth in Exhibit B-4.

E. Maintenance and Support Services. Contractor agrees to provide maintenance and support services in accordance with the terms and conditions as set forth in Exhibit A-5 "Maintenance and Support Services", attached hereto by reference as if set forth in full at this point and in accordance with the compensation as set forth in Exhibit B-5.

2. Compensation. County will compensate Contractor for supplying the product and performing said services in accordance with Exhibit B and B-1 through B-5, attached hereto and incorporated herein by reference as if set forth in full at this point.
3. Effective Date and Duration. The effective date and duration of this contract shall be as specified in Exhibit C, attached hereto and incorporated herein by reference.
4. General Conditions. Contractor and County shall comply with all provisions of County's General Conditions, a copy of which is attached hereto as Exhibit D and incorporated herein by reference.
5. Special Conditions. Contractor and County shall comply with all provisions of County's Special Conditions, attached hereto as Exhibit E and incorporated herein by reference. In the event of conflicts between the provisions of the General Conditions and the Special Conditions, the provisions of the Special Conditions shall be controlling.
6. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to the County at:

To the County
Janette D. Pell, Chief Information Officer
Information Technology Department
County Government Center, Room 400
San Luis Obispo, CA 93408

To the Contractor

<VENDOR NAME>

IN WITNESS WHEREOF, County and Contractor have executed this contract on the day and year as stated below.

CONTRACTOR:

<VENDOR NAME>

A <STATE> Corporation

By: _____
Vendor Contact Name
Vendor Contact Title

Date _____

NOTARIZATION

STATE OF _____)

) SS.

COUNTY OF _____)

On _____ before me, (here insert name and title of the officer), personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

Notary Public
My Commission Expires: _____

COUNTY:

COUNTY OF SAN LUIS OBISPO

A Public Entity in the State of California

COUNTY COUNSEL:

Approved as to form and legal effect.

JAMES B. LINDHOLM, Jr.
County Counsel

By: _____
Deputy County Counsel

Date

COUNTY OF SAN LUIS OBISPO

A Public Entity in the State of California

By: _____
Chair, Board of Supervisors

Date

ATTEST:

By: _____
County Clerk and Ex-Officio Clerk
of the Board of Supervisors

Date

CONTRACT
FOR INFORMATION TECHNOLOGY SERVICES
EXHIBIT A
SCOPE OF WORK AND SERVICES

The parties agree to the scope of services as outlined in Exhibits A-1 through A-6. Contractor will provide the data collection and chargeback management system solution and licenses described in Exhibit A-1.

14. 1. Definitions

The definitions stated herein apply to the contract as a whole and not just to Professional Consulting Services in Exhibit A-3 "Professional Consulting Services."

- 1.1 Acceptable Performance: The term "Acceptable Performance" means System performs unit and integrated transactions as defined in the "Requirements Matrix Response" identified in Exhibit A-6.
- 1.2 Acceptance Criteria: The term "Acceptance Criteria" means the County acceptance of test scripts that demonstrate that the System works as intended.
- 1.3 Change Control Process: The term "Change Control Process" shall mean a documented request that the Contractor or County may initiate to obtain approval by Project Managers or the Steering Committee to address impacts to scope, schedule, resources, or budget throughout the project. These requests may be approved, rejected, or postponed pending further investigation or resolution of dependent items.
- 1.4 Component(s): The term "Component(s)" shall mean any software, hardware, or other technology or technique required for the complete delivery of the technology solution.
- 1.5 Named User: The term "named user" shall mean any of County's officers, agents, employees, contractors, aides, consultants, or commission members.
- 1.6 Technology Solution (Solution): The term "Technology Solution" or "Solution" shall mean all software, hardware, computing environment components, and all other equipment or consumables required to provide a complete and automated system which meets all of the County's requirements as defined in the originating <Request For Proposal #???) as referenced herein and Scope of Work and Services as provided herein.

CONTRACT
FOR INFORMATION TECHNOLOGY SERVICES
EXHIBIT A-1
SCOPE OF WORK AND SERVICES
SOFTWARE LICENSES

1. The Contractor will be providing the following software which requires software licenses:
 - 1.1. Software Name 1 and Vendor Name
 - 1.2. Software Name 2 and Vendor Name
2. The Contractor is buying "off-the-shelf" software that contains a standard end user license agreement "EULA" from each software provider.
3. The EULAs for each software product are numbered according to the named product and vendor above and attached hereto and incorporated herein by reference in Exhibit A-1. Any clarifications or modifications to the software licenses shall be signed by the software vendor, attached to the software vendor's EULA and incorporated herein by reference with the EULA. The County's rights, privileges, benefits, warranties and other contractual expectations with respect to the software covered by a EULA are those specified in each EULA and run directly to the software provider. The Contractor makes no warranties or promises with respect to the EULAs. The Contractor acts as a pass-through on the EULAs provided by the software manufacturers.
4. Each software provider's software EULA contains terms and conditions. Each of those terms and conditions apply solely to that software vendor's software and does not alter, amend, change, modify or supersede any other terms and conditions in this contract between the Contractor and the County. In the event of a conflict between or among contract terms and conditions and a EULA, the EULA shall control as between the County and the direct software vendor named above. The parties understand and agree that any other Services, Deliverables, or Warranties under this contract that are not related to software shall be governed by the terms and conditions of this contract.
5. The following software vendor has agreed to place a copy of all software source code for the software provided by them in an escrow account:
 - 5.1. <VENDOR Name>
6. The County and software vendor who is required to deposit software source code into escrow shall sign the escrow contract. This contract refers to the escrow contract, which shall be kept in the San Luis Obispo County Information Technology Department file, but does not need to be attached to this contract or incorporated by reference. The San Luis Obispo Board of Supervisors specifically designates to the San Luis Obispo County Chief Information Officer the power to sign the source code escrow contracts. The software source code is to be available to the County in case the particular software vendor who supplied the software:
 - 6.1. Is no longer in business.
 - 6.2. Makes source code available to any other user of the software.
 - 6.3. Ceases to maintain the software.
 - 6.4. Fails to maintain the software for an unreasonable length of time. Unreasonable is defined as 6 months.

- 6.5. Declares or has instituted against it: bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings under any federal or state law.
- 6.6. Fails to support new releases of the operating system or other co-dependent software.
7. The software vendor must:
 - 7.1. Keep the most current version of source code and documentation that the County is using in the escrow account.
 - 7.2. Provide access to all source code and proprietary information that allows the County to convert data and images stored on the system, in case the County decides: to limit the vendor's installation to the initial installation; to introduce other data collector or chargeback product; or to integrate the system with other County systems.
 - 7.3. Provide source code and documentation for all customization and special functions, and all associated intellectual property rights, shall become the property of the County.
8. The software warranties shall be those named in each software EULA.
9. All licenses must be registered in the name of County of San Luis Obispo.
10. Further descriptions of the software vendor products are described in Exhibit A-2 – Specified Third Party Products.
11. Contractor shall provide, install, and configure the following Software:
 - 11.1. <Software Name – description of install and configure process... >
 - 11.2. <Software Name – description of install and configure process... >

CONTRACT

FOR INFORMATION TECHNOLOGY SERVICES

EXHIBIT A-2

SCOPE OF WORK AND SERVICES

SPECIFIED THIRD PARTY PRODUCTS

1. The parties understand and agree that any contract between Contractor and a third party is not binding on the County. However any EULA and terms and conditions therein shall be subject to the same limitations in Exhibit A-1 "Software License(s)", Paragraphs 3 and 4.
2. Contractor shall provide, install, and configure the following 3rd party software from the vendors listed below:

<VENDOR NAME>: Provides . . Text here... (To be determined during contract negotiations..)
2.1.

<VENDOR NAME>: Provides . . Text here... (To be determined during contract negotiations..)
2.2.

CONTRACT
FOR INFORMATION TECHNOLOGY SERVICES
EXHIBIT A-3
SCOPE OF WORK AND SERVICES
PROFESSIONAL CONSULTING SERVICES

1 Scope of Services

- 1.1 Contractor shall perform the services described herein such that all deliverables and functional requirements are delivered to the satisfaction of the County and formally accepted by the County as specified herein.
- 1.2 The RFP asked for roles and qualifications of persons performing the contract. Contractor shall at all times provide personnel to perform the contract consistent with the roles and qualifications stated in the response to the RFP.
- 1.3 The software will conform to the requirements as indicated in Exhibit A-6 "Requirements Matrix Response".
- 1.4 Contractor Obligations:
 - 1.4.1 Contractor shall provide services required in the RFP along with:
 - 1.4.1.1 Providing specification and design services for infrastructure and application implementation.
 - 1.4.1.2 Documentation of system design, configuration and maintenance; system operation (user and administrator guides); test plans and scripts, and systems administration.
 - 1.4.2 Contractor provides the consulting expertise, systems integration capabilities, and software development services required for implementing the Data Collector and Chargeback System solution. These services include:
 - 1.4.2.1 Providing consulting expertise in implementing a Data Collector and Chargeback System solution.
 - 1.4.2.2 Project Management, including development, tracking, and management of the work plan; reporting on the progress of the project; providing leadership and oversight to the project staff, and managing technical issues.
 - 1.4.2.3 Assuring quality, including setting project standards, designing and implementing testing procedures, and supervising both testing and remedial activities required to ensure system compliance with specifications.
 - 1.4.2.4 Providing a phased deployment of system components and functionality, including pilot implementation and rollout, installation and configuration of software, tuning, and acceptance testing.
 - 1.4.2.5 Integrating software components to provide a seamless solution.
 - 1.4.2.6 Assisting in configuration and performance tuning of network and server infrastructure, as required.
 - 1.4.2.7 Supporting file and data migration into the system.
 - 1.4.2.8 Documenting system architecture, hardware and software components, hardware and software configurations, custom software code, and communication links.
 - 1.4.2.9 Building awareness and acceptance with team members.
 - 1.4.2.10 Planning and implementing training programs, including preparing training curricula, documenting users and technical procedures required to operate and manage the system and scheduling and conducting training.

-
- 1.4.2.11 Planning multi-tiered support programs and providing on-site and telephone support.
 - 1.4.2.12 Training ITD staff and demonstrating the tools that support importing of data.
 - 1.4.2.13 Facilitate gathering of business requirements.
 - 1.4.2.14 Facilitate gathering of data resources and integration requirements.
 - 1.4.2.15 Suggest alternatives for how selected business processes can be optimized by automation.
 - 1.4.3 Contractor project management responsibilities include preparing and maintaining the Work Plan, Gantt Chart, and Schedule Spreadsheet; tracking and managing issues; identifying out-of-scope issues, participating in weekly project status meetings, and scheduling and supporting Contractor's consultants.
 - 1.4.4 The system must perform at the level attained at the conclusion of the final acceptance for the first year of support. If the system fails to meet the standards described herein, the Contractor shall take the steps necessary to bring the system into full compliance with the contract under the support agreement. To the extent that a problem may be due to software not owned by Contractor but provided under this contract with 3rd party warranties, the Contractor will work closely with County and 3rd party software vendors to resolve the problem and bring the system as close to original performance as is feasible.
 - 1.4.5 Should the County request modification to the product to accommodate their need, the contract will be modified by a written addendum describing the modification and signed by both parties.
 - 1.4.6 Compatibility Testing (Development computing environment) – Upon Contractor's written notification to County that Contractor has completed the installation of any one or more components of the Technology Solution into the County's development environment and that said components are ready for testing, County shall begin Performance Testing in the development environment.
 - 1.4.7 User Acceptance Testing (Staging computing environment) – Contractor will assist County with installation, configuration, and testing the Solution within the County's non-production Staging computing environment. County will use mutually agreed upon Test Criteria to determine whether the solution and components of the solution meets in all material respects the applicable requirements and specifications of the County as set forth herein.

After County has tested the Solution for up to thirty (30) calendar days in accordance with the requirements and specifications, County shall notify Contractor in writing that "Acceptable Performance" of the Solution has occurred.

County accepts that defects may be discovered in third-party or County-provided software that is or is not a part of this contract. County will not hold Contractor responsible for correction of such defects. Contractor will make a good faith effort to provide a workaround for such defects and County will not withhold acceptance due to defects for which a suitable workaround can be applied.

If County determines that the Solution, or the Components thereof, do not perform as provided for in this Contract, County shall deliver to Contractor's Project Manager, in writing, a report describing any discrepancies. Contractor shall address the errors within fifteen (15) calendar days after receiving the report. The County may re-test the Solution for an additional test period of up to thirty (30) calendar days, at the end of which, the process described above may be repeated only once, if deemed necessary by the County.

Should Contractor fail to achieve Acceptance Performance of the Solution, the County may at its election, pursue any remedies available to it pursuant to this Contract, including but not limited to those remedies provided in Section 2.4.9 "Failure of Acceptance."

The parties agree that the User Acceptance Testing period shall be long enough to give the County sufficient time to test all functions of the Solution in an integrated environment, but no more than thirty (30) consecutive calendar days. Once the County has completed the user Acceptance Testing and has determined that: (i) there have been no material errors, (ii) the Solution performs as warranted in this Contract, and (iii) Deliverables and Services described herein have been completed, then County shall notify Contractor in writing of its "Final Acceptance" of the System.

In no event shall any other action or inaction by the County, including County's use of the Solution, or any portion thereof, in a live, operational environment, constitute Final Acceptance or Acceptance of any portion of the Solution. Should Contractor fail to achieve Final Acceptance of the Solution, the County may at its election, pursue any remedies available to it pursuant to this Contract, including but not limited to those remedies provided in Exhibit D "General Conditions." Notwithstanding anything contrary contained herein, in no event shall Final Acceptance be deemed a waiver of any right or remedy available to County under this Contract, at law or in equity.

- 1.4.8 Final Acceptance (Production) – Upon achieving Acceptable Performance of the System within the County's staging computing environment, the Contractor shall assist the County to install, configure, and implement the Solution within County's production computing environment. Upon successful installation, configuration, and implementation into the County's production computing environment the County shall begin using the Solution as a 'Live Solution.'

Final Acceptance of the System by the County will not release Contractor from complying with the warranties and maintenance requirements set forth herein.

- 1.4.9 Failure of Acceptance – If after testing the Software Components, the Solution does not function in a manner that is acceptable to the County, County shall have the option, upon notice to Contractor, to:

1.4.9.1 Terminate this contract, in accordance with the provisions of Exhibit D "General Conditions" Paragraphs 1 or 2; or

1.4.9.2 Accept the Solution at its then level of performance; or

1.4.9.3 Permit the user Acceptance Testing to be further extended for such period as mutually agreed upon by the Parties in writing; or

1.4.9.4 Accept those portions of the Solution which pass the acceptance criteria and require Contractor to correct the remaining portions within 30 days of notice to Contractor and subsequent re-testing by the County, in which event County shall not be liable for any payments associated with the implementation of such remaining portions until they have been Accepted; or

1.4.9.5 Pursue such remedies as may be available to County at law or in equity.

- 1.5 County Obligations. The County, acting through the Information Technology Department, shall perform the following duties.

- 1.5.1 County shall provide Contractor with such information, materials, and technology owned or controlled by County as Contractor reasonably requires in order to perform the Contractor's services as described herein. County hereby grants Contractor the right to access and use County's technology and County's intellectual property rights covering County's technology to the extent necessary

for Contractor to provide the services described herein and to develop or prepare the deliverables described in this contract. The right of access and use shall be operative during the term of this contract. County shall retain ownership rights in County's technology, intellectual property rights and all information originating from a County source. Contractor shall not gain any rights in County's technology except those rights to access and use the technology solely for the purposes of performing this contract. In no event shall Contractor gain any ownership rights of health information or other confidential information in County's information systems or documents.

- 1.5.2 County will provide first level support to users after implementation. User and system issues, including dates, times, error messages, and actions taken will be documented by the County.
- 1.5.3 County shall appoint a Support Manager who will work with Contractor for maintenance purposes.
- 1.5.4 County shall provide a temporary work area with access to equipment and systems necessary for up to 3 people to complete the work requested as well as infrastructure, hardware and software and IT support required for building the IT Solution.
- 1.5.5 County will procure required infrastructure components within the constraints of the implementation schedule.
- 1.5.6 County will provide Contractor with timely access to system's infrastructure for maintenance and support tasks. Remote access is available via VPN.
- 1.5.7 County shall provide a Steering Committee of senior managers.
- 1.5.8 County shall provide a Project Manager responsible for scheduling and coordinating County resources and participants, preparing and disseminating project information, managing internal issues, coordinating change management, and managing the acceptance process.
- 1.5.9 County shall provide a liaison from each department participating in the project.
- 1.5.10 County shall provide IT resources required to meet their obligations as identified in this contract.

CONTRACT
FOR INFORMATION TECHNOLOGY SERVICES
EXHIBIT A-4
SCOPE OF WORK AND SERVICES
TRAINING SERVICES

<Training services, as shown in this example, are to be determined during contract negotiations.>

SAMPLE

CONTRACT
FOR INFORMATION TECHNOLOGY SERVICES
EXHIBIT A-5
SCOPE OF WORK AND SERVICES
MAINTENANCE AND SUPPORT SERVICES

<Maintenance and Support services, as shown in this example, are to be determined during contract negotiations.>

The vendor shall provide the following maintenance and support services:

- Toll free telephone support Monday through Friday from 8:00 – 5:00 pacific time
- Online support, including:
 - Online software and documentation update services for both client and server software
 - An online knowledge base of common problems and frequently asked questions
 - Availability 24 hours a day, 7 days per week.

CONTRACT
FOR INFORMATION TECHNOLOGY SERVICES
EXHIBIT A-6
REQUIREMENTS MATRIX RESPONSE

<The Vendor's Response to the Requirements Matrix will be inserted here.>

SAMPLE

CONTRACT
FOR INFORMATION TECHNOLOGY SERVICES

EXHIBIT B
COMPENSATION

1. Maximum Compensation Amount. The maximum amount of this contract shall not exceed \$xxx,xxx.xx .
 - 1.1. Licenses, services, ... are included in the pricing above.
2. Billing.
 - 2.1. Deliverables are not complete until they are accepted by the County. The County will provide written certification and acceptance prior to invoicing by Contractor.
 - 2.2. After the County has provided written certification and acceptance, Contractor shall submit itemized invoices to the County for the completed, approved phase. The County will pay the approved amount within thirty (30) days of receiving an approved invoice.
 - 2.3. For purposes of billing, the “deliverables” shall be as described in Exhibits A-6.
 - 2.4. Consulting fees must remain constant at current rates for the duration of the contract.
 - 2.5. Board of Supervisors Delegation for Line Item Transfers. San Luis Obispo County Board of Supervisors specifically delegates to the Chief Information Officer for San Luis Obispo County, the authority to make line item transfers except line item transfers may not be made from the training or maintenance budgets to the other parts of this contract.

CONTRACT
FOR INFORMATION TECHNOLOGY SERVICES
EXHIBIT B-1
SOFTWARE LICENSE COSTS

Text here... (To be determined during contract negotiations..)

SAMPLE

CONTRACT
FOR INFORMATION TECHNOLOGY SERVICES
EXHIBIT B-2
SPECIFIED THIRD PARTY PRODUCT COSTS

Text here... (To be determined during contract negotiations..)

SAMPLE

CONTRACT
FOR INFORMATION TECHNOLOGY SERVICES
EXHIBIT B-3
PROFESSIONAL CONSULTING SERVICES COSTS

Services will be invoiced upon acceptance of deliverables (to be determined during contract negotiations..)

SAMPLE

CONTRACT
FOR INFORMATION TECHNOLOGY SERVICES

EXHIBIT B-4

TRAINING COSTS

Text here... (To be determined during contract negotiations..)

Contractor's travel costs may not exceed the County's reimbursement rates as noted below.

GUIDELINE TO MILEAGE REIMBURSEMENT RATES

The County follows the IRS reimbursement rates for mileage. The mileage reimbursement rate effective January 1, 2006 is \$.445 per mile.

GUIDELINES TO MEAL AND HOTEL/MOTEL RATES

The following travel reimbursement rates are effective as of July 1, 2004, for all individuals traveling under the County Travel Policy. These rates shall remain in effect until modified by the Auditor-Controller:

MEALS

Meals must be claimed at the actual amount spent up to the maximum allowable amounts as follows:

Breakfast	\$11.00
Lunch	14.00
Dinner	25.00

The County is not on a per diem system, but rather reimburses for each meal on an individual basis according to the following time criteria:

<u>Meal</u>	<u>begin before</u>	<u>Travel must</u>	<u>or</u>	<u>end after</u>
Breakfast	7:00 a.m.			8:00 a.m.
Lunch	11:00 a.m.			1:00 p.m.
Dinner	5:00 p.m.			6:00 p.m.

Under special circumstances, reimbursement may be allowed for costs exceeding these guidelines, provided written justification and documentation are submitted and approved by the Auditor-Controller. For conferences, seminars or conventions the documentation must be materials from the event sponsor.

CONTRACT
FOR INFORMATION TECHNOLOGY SERVICES
EXHIBIT B-5
MAINTENANCE AND SUPPORT SERVICE COSTS

Text here... (To be determined during contract negotiations..)

SAMPLE

CONTRACT
FOR INFORMATION TECHNOLOGY SERVICES

EXHIBIT C

EFFECTIVE DATE AND DURATION

1. Effective Date. This contract shall be effective as of the date of the signature of the County. The County shall be the last to sign this contract.
2. Service Date. Services shall commence on or after the effective date and shall end upon the duration date.
3. Duration Date. Contractor shall grant the licenses, install and configure the software, provide initial and current updates, test the effectiveness, provide the initial training and provide necessary support services on or before **August 1, 2006**.

CONTRACT

FOR INFORMATION TECHNOLOGY SERVICES

EXHIBIT D

GENERAL CONDITIONS

1. Termination for Convenience. Either party may terminate this contract at any time by giving the other party thirty (30) days written notice of termination. Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services provided occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination.
2. Termination for Cause. If any of the following occur, either party shall have the right to terminate this contract effective immediately upon giving written notice to the other party. Rights or obligations of either party for services satisfactorily performed prior to the termination shall not be affected.
 - 2.1. Either party has failed to perform its duties in a timely and professional manner, and has not cured such failure within ten working days after having received written notice thereof.
 - 2.2. Funds intended for use for compensation in this contract become unavailable for use for the purposes of this contract.
3. Status of the Parties' Officers/Employees/Agents. Contractor, its officers, agents, employees, contractors and subcontractors, shall at all times during this contract be independent contractors. Neither party's officers, employees, agents, partners, other contractors or subcontractors shall be deemed to be employees of the other party at any time. Nothing in this contract shall be construed as creating a civil service employer-employee relationship, partnership or a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this contract; provided always, however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. No officer, employee, agent, partner, other contractor or subcontractor of the other party shall be eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, paid vacation, paid sick leave, other leave, with or without pay, collective bargaining rights, grievance procedures, appeals to the Civil Service Commission or any other benefits which inure to or accrue to a County civil service employee. The only performance and rights due the other party are those specifically stated in this contract or existing as a matter of law.
4. Warranty of Professional Services. Each party warrants that to the extent trained, professional staff is necessary to perform this contract that the staff members will at all times be properly trained, certified and licensed under the laws and regulations of the State of California to provide the special services herein described. If either party is not reasonably able to provide qualified personnel to perform its obligations hereunder, the other party may, at its sole discretion, immediately terminate this contract for cause upon written notice. Rights or obligations of either party for services satisfactorily performed prior to the

termination shall not be affected.

5. Authority. Any individual executing this contract on behalf of Contractor represents and warrants that he or she is duly authorized to execute and deliver this contract on behalf of the Contractor, and that this contract is binding upon said Contractor in accordance with its terms.

6. Indemnification.

Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission, by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor including, but not limited to the following:

- 6.1. Violation of statute, ordinance, or regulation.
- 6.2. Professional malpractice.
- 6.3. Willful, intentional or other wrongful acts, or failures to act.
- 6.4. Negligence or recklessness.
- 6.5. Furnishing of defective or dangerous products.
- 6.6. Premises liability.
- 6.7. Strict Liability.
- 6.8. Violation of civil rights.
- 6.9. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

7. Insurance.

Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this contract. Such policies shall be maintained for the full term of this contract and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this contract and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

7.1. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);

\$1,000,000 for personal injury liability;

\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor's work under this contract.

b. BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this contract. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

c. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC / EL")

This policy shall include at least the following coverage's and policy limits:

1. Workers' Compensation insurance as required by the laws of the laws of the State of California; and

2. Employer's Liability Insurance Coverage B with coverage amount not less than one-million (\$1,000,000) dollars each accident / Bodily Injury (herein "BI"); one-million (\$1,000,000) dollars policy limit BI by disease; and, one-million (\$1,000,000) dollars each employee BI disease.

d. PROFESSIONAL LIABILITY INSURANCE POLICY ("PL")

This policy shall cover damages, liabilities, and costs incurred as a result of Contractor's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One-Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this contract and for two (2) years thereafter with respect to incidents which occur during the performance of this contract). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

7.2. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this contract. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

7.3. ENDORSEMENTS

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a. A "Cross Liability", "Severability of Interest" or "Separation of Insured" clause (CGL & BAL);
- b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insured with respect to all liabilities arising out of Contractor's performance of work under this contract (CGL & BAL);
- c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL)
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL, & PL);
- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC /EL & PL);

- f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this contract (CGL); and
- g. Deductibles and self-insured retentions must be declared (All Policies).

7.4. ABSENCE OF INSURANCE COVERAGE

County may direct Contractor to immediately cease all activities with respect to this contract if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverage's at or above the limits specified in this contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

7.5. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION

Prior to commencement of work under this contract, and annually thereafter for the term of this contract, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverage's. The County of San Luis Obispo shall be an additional named insured. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of A VI or above. Upon request, the County of San Luis Obispo is entitled to receive a copy of the whole policy and not just the "face sheet." The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

Janette Pell
Chief Information Officer
County of San Luis Obispo
Information Technology Department
County Government Center, Room 400
San Luis Obispo, CA 93408

- 8. The parties expressly agree that the indemnification and insurance clauses in this contract are an integrated part of the performance exchanged in this contract. The compensation in this Contract includes compensation for the risks transferred to Contractor by the indemnification and insurance clauses.
- 9. If Contractor fails or refuses to procure or maintain the insurance required by this paragraph or fails or refuses to furnish County with required proof that insurance has been procured and is in force and paid for, County shall have the right, at County's election, to forthwith terminate the contract.

10. Records.

- A. Contractor shall keep complete and accurate records for the services performed pursuant to this contract and any records required by law or government regulation and shall make such records available to County upon request.
- B. Contractor shall assure the confidentiality of any records that are required by law to be so maintained. County and Contractor mutually agree to maintain as confidential all proprietary information which they may become aware of as a result of installing and maintaining the system or being on County premises in connection with installation, maintenance or training.
- C. Contractor shall prepare and forward such additional or supplemental records as County may reasonably request.

11. Accounting.

Contractor shall maintain accounting records in accordance with generally accepted accounting principles. Contractor shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.

Contractor shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

Contractor shall record costs in a cost accounting system that clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to County.

The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to Contractor's cost accounting records.

All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Contractor shall safeguard the accounting records and supporting documentation.

Contractor shall make accounting records and supporting documentation available on demand to County for inspection and audit. Disallowed costs shall be repaid to County. County may require at its own expense, an audit of Contractor's accounting records to be conducted by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

12. Cost Disclosure.

Pursuant to Government Code section 7550, if the total cost of this contract is over \$5,000, Contractor shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and sub-contracts relating to the preparation of such documentation or written report. The contract and sub-contract numbers and dollar amounts shall be contained in a separate section of such document or written report.

13. No Assignment of Contract.

Neither party may delegate its rights or obligations under this contract and shall not assign or otherwise transfer its rights or obligations or any interest herein without the express prior written consent of the other party. Any attempted assignment, transfer, delegation, hypothecation or subletting without the other party's prior written consent shall be null and void.

14. Applicable Law and Venue.

This contract has been executed and delivered in the State of California and covers services to be performed in California. The parties agree that issues of validity, interpretation and enforcement shall be governed and determined by the laws of the State of California. All of the parties' rights and obligations created hereunder shall be performed in the County of San Luis Obispo, State of California and such County shall be the venue for any action or proceeding that may be brought, or arise out of, this contract.

15. Severability.

The invalidity of any provision of this contract shall not affect the validity or enforcement of any other provision of this contract.

16. Entire Contract and Modifications. This contract supersedes all previous contracts on the same subject and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective or binding unless in writing and signed in advance of the effective date by both parties.

CONTRACT
FOR INFORMATION TECHNOLOGY SERVICES
EXHIBIT E
SPECIAL CONDITIONS

Text here... (To be determined during contract negotiations..)

Third party IT Service Organizations will be required to comply with the County's security policies, will be required to sign a "Third Party Application for Remote Access" if required by the County, and will be required to adhere to HIPAA regulations if access to individually identifiable health information is necessary to perform this contract.

SAMPLE

CONTRACT
FOR INFORMATION TECHNOLOGY SERVICES
EXHIBIT E-1
PROFESSIONAL SERVICES DELIVERABLES

Text here... (To be determined during contract negotiations..)

SAMPLE

Appendix B – Requirements Matrix

The attached spreadsheet details the technical requirements matrix. Please provide a response for each item in the matrix.